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Director and Health Officer

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 June 26, 2012


SACHI A. HAMAI
EXECUTIVE OFFICER

June 26, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT AND EXECUTE A LETTER OF AGREEMENT WITH THE LOS ANGELES WORLD AIRPORTS EFFECTIVE DATE OF EXECUTION FOR A PERIOD OF THREE YEARS FOR THE PROVISION OF ENVIRONMENTAL HEALTH LIAISON AND COORDINATOR SERVICES DURING THE CONCESSIONS REDEVELOPMENT PROGRAM AT THE LOS ANGELES INTERNATIONAL AIRPORT
(THIRD DISTRICT)
(3 VOTES)**

SUBJECT

Authorization to accept and execute a Letter of Agreement from the Los Angeles World Airports to provide environmental health liaison and coordinator services during the concessions redevelopment program at the Los Angeles International Airport.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of the Department of Public Health (DPH), or his designee, to accept and execute a Letter of Agreement (LOA) with the Los Angeles World Airports (LAWA), (substantially similar to Exhibit I) in the estimated annual amount of \$202,000, effective upon date of execution for a period of three years, to support the costs associated with a 75 percent full time equivalent DPH Environmental Health (EH) Liaison to serve as a point of contact/environmental health liaison and coordinator for the Concessions Redevelopment Program at the Los Angeles International Airport (LAX).
2. Delegate authority to the Director of DPH, or his designee, to accept and execute amendments to the above-referenced LOA that extend the term at intervals determined by LAWA and approved by DPH; modify the scope of work tasks and/or activities as needed to

clarify or facilitate the provision of liaison and coordinator services; reflect non-material and/or ministerial revisions to the LOA; revise or incorporate provisions consistent with all applicable State and/or federal laws and regulations, County ordinances, and Board policy; and provide an increase or decrease in funding up to 30 percent above or below each term's annual base amount; subject to review and approval by County Counsel as to form, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of Recommendation 1 will allow DPH to enter into an LOA with LAWA to support implementation of a robust Concessions Redevelopment Program at LAX. The revitalization of LAX's concessions program will include over 100 new facilities, requiring plan reviews and approvals prior to the opening of the facilities in the Spring of 2013 through 2014.

Funding will support a 75 percent full-time equivalent Environmental Health Specialist III (EH Liaison) who will serve as a point of contact/ environmental health liaison and coordinator for the plan checks and health inspection processes required for tenants, architects, contractors, and other regulatory agencies involved in the challenging construction schedule. The EH Liaison will coordinate interactions between tenants in the Central Terminal Area of LAX who are engaging in facility construction and remodeling activities and the DPH Plan Check Program in order to streamline the plan review process. The EH Liaison will review applications for deficiencies, provide technical consultation and assistance to tenants, and submit plans for full review by the DPH Plan Check Program, supporting efforts to open these facilities when the terminal opens to airline passenger traffic.

Approval of Recommendation 2 will allow DPH to accept and execute amendments to the LOA with LAWA that extend the term of the agreement; modify the scope of work tasks and/or activities as needed; reflect non-material revisions to terms of the agreement; revise or incorporate provisions that are consistent with all applicable State and/or federal laws and regulations, County ordinances, and Board policy, and provide an increase or decrease in funding up to 30 percent above or below each term's annual base amount.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The term of the LOA is three years, at an estimated annual amount of \$202,000 one hundred percent offset by LAWA, to cover labor and any additional direct and indirect costs associated with the services provided, including mileage and possible future increases in costs. There is no net County cost associated with this LOA.

A budget adjustment is not required as there is sufficient Appropriation Authority in the FY 2012-13 Recommended Budget. Funding will be included in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPH is responsible for county-wide regulation of plan various check activities. State law provides authority for Los Angeles County to regulate any individual who operates, intends to operate, or intends to remodel a food facility; and to require plans be submitted to DPH EH for review and approval. Plan Check requirements are found in the California Retail Food Code (CAL Code), Part 7 of the California Health and Safety Code, and the Los Angeles County Code, Title 11.

The revitalization of LAX's concessions program will include over 100 new facilities, each requiring plan submittal, review(s), and approval by the DPH Plan Check Program. While these services are covered by existing permit fees, because of the challenging construction schedule of the concessions program, LAWA proposes to fund a 75 percent full-time equivalent Environmental Health Specialist III (EH Liaison) to ensure timely completion of all activities.

County Counsel has reviewed and approved the LOA as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to provide coordinated plan check and inspection services for all tenant-constructed facilities associated with the Concessions Redevelopment Program at LAX and collaborate with key stakeholders and community partners while preserving and protecting public health.

Respectfully Submitted,



JEF Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

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Attachment

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors

**LETTER OF AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND THE LOS ANGELES WORLD AIRPORTS**

This Agreement is made and entered by and between the County of Los Angeles Department of Public Health (hereinafter referred to as “DPH”), and the Los Angeles World Airports, (hereinafter referred to as “LAWA”), with reference to the services described herein.

I. INTRODUCTION

As LAWA implements a robust Concessions Redevelopment Program at LAX, staff identified an opportunity to partner with the DPH to better facilitate the plan check, inspection, and approval process required for tenant-constructed facilities.

Working in consultation with the DPH Plan Check Program (Program), the Environmental Health Liaison will serve as the first point of contact for tenants engaging in construction and remodeling activities in the Central Terminal Area (CTA) at Los Angeles International Airport (LAX). The primary role of the Environmental Health Liaison will be to coordinate and facilitate plan checks and inspections to assist in the timely opening of tenant-constructed facilities associated therewith to the extent reasonable and practicable.

LAWA will co-locate the Environmental Health Liaison in the Los Angeles Department of Building and Safety inspection trailer at LAX as a means to provide “one-stop shopping” for tenants in need of Environmental Health services.

II. TERM OF THE AGREEMENT

This agreement will commence upon execution by the authorized representatives of LAWA and DPH, and will expire three (3) years after the date of execution of this Agreement. Either party may terminate said agreement upon thirty (30) days' prior written notification to the other party.

III. ROLES AND RESPONSIBILITIES

The Environmental Health Liaison will provide the following services not provided under Program's customary plan review and inspection services for which a fee is already collected, including but not limited to:

- Coordinate and/or attend meetings, as requested by project stakeholders, to discuss critical environmental health issues relating to the construction and/or renovation of tenant facilities associated therewith.
- Review application for tenant improvements associated therewith prior to submittal to and full review by the Program. To streamline the review process, the Environmental Health Liaison will provide technical consultation and assistance to the tenant to address deficiencies in the application.

- During the approval phase, serve as the liaison between Program and the tenant in all communications concerning plan check issues and questions, monitor the project to facilitate timely completion of the plan review, and facilitate review process activities including technical verifications, sign off, etc.
- Provide consultation, as needed, to tenants regarding facility equipment and material standards and installation to ensure compliance with applicable California Health and Safety Code provisions.
- During the construction phase, serve as the liaison between Program and the tenant in all communications concerning any issues that may delay construction. Monitor construction activities on a weekly basis and assist in identifying areas where construction plans are not being followed. Provide a weekly report of significant observations made during monitoring and discussions with the tenant, general contractor and/or subcontractor concerning same. Assist in resolving disputes and challenges between Program and the tenants.
- Coordinate and facilitate final field construction inspections of tenants' facilities for Public Health Permits/Licenses. The Environmental Health Liaison will not conduct these inspections, but facilitate logistics and highlight potential compliance issues in advance of inspections.

IV. FINANCIAL PROVISIONS

- A. All payments by LAWA for services performed and furnished by the DPH, as provided herein, shall be made on a monthly basis as invoiced by the DPH.
- B. The term of the agreement is for three years with an estimated annual expenditure of \$202,000 based on funding requirements for a 75% full-time equivalent position to cover labor and any additional other direct and indirect costs associated with these services.

V. CONTACT INFORMATION

- A. Formal Notices for DPH:

LA County Department of Public Health
 Environmental Health
 Terri Williams, Assistant Director
 5050 Commerce Drive
 Baldwin Park, California 91706
 (626) 430-5100

- B. For Plan Check-Related Issues:
 LA County Department of Public Health
 Environmental Health
 Swati Bhatt, Chief of Plan Check Program
 5050 Commerce Drive
 Baldwin Park, California 91706
 (626) 430-5560

C. Billings for DPH

LA County Department of Public Health
Public Health Finance
Jeremy Cortez, Chief Finance Officer
5555 Ferguson Drive
Commerce, California 90022
(323) 890-7821

D. Formal Notices for LAWA:

Roger Johnson, Deputy Executive Director
Attention: Janet Hackney, Executive Assistant Airports
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7558
Email: jhackney@lawa.org

With Copies to:

Intissar Durham, Chief Airports Engineer
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 8th Floor
Los Angeles, CA 90045
Telephone: (424) 646-5841
Email: idurham@lawa.org

E. Meetings with LAWA regarding Contract Administration:

Janet Hackney, Executive Assistant Airports
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7558
Email: jhackney@lawa.org

F. Billings for LAWA:

Dao Lahoree, Principal Accountant
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7560
Email: dlahoree@lawa.org

VI. GENERAL TERMS AND CONDITIONS

A. SERVICE OF NOTICES

Formal notices, demands, and communications to be given hereunder by any party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of personal delivery or three (3) business days after the date of mailing.

B. CONFIDENTIALITY CLAUSE

LAWA understands that all materials utilized or produced by DPH pursuant to this Agreement are confidential until such time as LAWA or DPH releases the final work products to the public. LAWA agrees that neither it nor its officers, employees, agents or subcontractors will release, or disseminate said information, reports or materials except as authorized, in writing mutually between LAWA and DPH.

C. TERMINATION OF AGREEMENT

1. The parties hereto shall have the right to terminate this Agreement:

- a) In the event of a default, the party seeking to terminate the Agreement shall give written notice to the other party, specifying the cause of the default; or
- b) Convenience; or
- c) Lack of funding; or
- d) Upon mutual agreement of the parties; or
- e) Upon both party's completion of all activities required to be undertaken in this Agreement.

D. DISPUTE RESOLUTION

Any disputes regarding this Agreement shall be made in writing by the concerned department to the formal representatives identified in this Agreement within ten (10) working days following the incident. The report shall provide detailed information and shall include all supporting documents.

The involved parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between the project managers of the parties.

If the matter is not resolved by negotiation within 30 days of receipt of a written "invitation to negotiate", the General Managers of both parties will meet and attempt to resolve the dispute. The concerned department shall document the agreed upon recommendations and forward the document to all representatives noted in this Agreement.

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. The Agreement includes six (6) pages which constitute the entire understanding and agreement of the parties.

LOS ANGELES DEPARTMENT OF LOS ANGELES WORLD AIRPORTS and THE COUNTY OF
LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CITY OF LOS ANGELES, CALIFORNIA

By: _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

By: _____
Gina Marie Lindsey
Executive Director

Date: _____

Date: _____